was summoned to answer unto John McDaniel in a plea that he render unto him the sum of seven hundred and eighty dollars current money which he owes to and unjustly detains from him and so forth. And whereupon the said plaintiff by John Law his attorney says that whereas the said Defendant on the seventeenth day of December in the year one thousand eight hundred and ten at the county aforesaid by his certain writing obligatory acknowledged himself to be held and firmly bound unto him the said Plaintiff by the name of John McDaniel in the said sum of seven hundred and eighty dollars current money to be paid to him the said Plaintiff when he should be thereto afterwards requested. Nevertheless the aforesaid Defendant (altho' often thereto required) the aforesaid sum of seven hundred and eighty dollars current money or any part thereof to the said Plaintiff has not rendered or paid, but the same or any part thereof to render or pay, the said defendant has hitherto altogether refused and still does refuse. Wherefore the said Plaintiff says he is the worse and has damage to the value of one thousand dollars current money, and therefore he brings suit and so forth, and brings here into Court the writing obligatory aforesaid, sealed with the seal of the said Defendant which testifies the debt aforesaid, in form aforesaid the date whereof is the day and year aforesaid and so forth.

John Law. Attorney for the Plaintiff. Pledges and so forth. John Doe & Rich'd Roe

Oyer of the writing obligatory aforesaid — Know all men by these presents that we Wm. H. Blagett, Thomas Mundell and Walter S. Parker of Prince Georges County are held and firmly bound unto John McDaniel in the full and just sum of seven hundred and eighty dollars current money of the United States to be paid to him the said John McDaniel his heirs, executors and assigns, to which payment well and truly to be — and done we bind ourselves our heirs executors and administrators, jointly and severally firmly by these presents sealed with our seals and dated this seventeenth day of December eighteen hundred and ten. The condition of the above — bound William H. Blagett his heirs, executors or administrators do and shall well and truly pay or cause to be paid unto the said John McDaniel his heirs, executors or administrators on or before the first day of November eighteen — and twelve the full and just sum of three hundred and ninety dollars with legal interest thereon, then the above obligation to be void, else to be and remain in full force and virtue in law.

Signed sealed and delivered in presence of
Jonathan Summers, Joseph Messenger

Wm. H. Blagett (Seal)
Thomas Mundell (Seal)
Walter S. Parker (Seal)

And thereupon the said John McDaniel by his attorney aforesaid prays that the said Thomas Mundell may answer to the declaration of him the said John McDaniel in the plea aforesaid: Whereupon it is ruled by the Court here that the said Thomas Mundell answer to the declaration of the said John McDaniel in the plea aforesaid, judgment will be rendered against him by default. And the said Thomas Mundell by his said attorney defends the force and injury when and so forth, and prays leave of the Court here to imparle until the first Monday in

April next to answer to the declaration of the said John McDaniel in the plea aforesaid, and he hath it, the same day is given to the said John McDaniel then &c.

At which said first Monday in April, being the day of the same month, in the year of our Lord one thousand eight hundred and twenty three until which day the said Thomas Mundell had leave to imparle, and then to answer to the declaration aforesaid of the said John McDaniel in the plea aforesaid, comes again into the County Court here the said Thomas Mundell by his attorney aforesaid and the said John McDaniel doth not come. Whereupon the said Thomas Mundell by his said attorney suggests to the Court here, that since the last continuance of the plea aforesaid, and before this day, the said John McDaniel hath departed this life. Whereupon day is given by the Court here until the first Monday in September next to the proper parties to appear and prosecute in the plea aforesaid, the same day is given to the said Thomas Mundell also.

And now here to wit, the first Monday in September being the first day of the same month, in the year of our Lord one thousand eight hundred and twenty three and the proper representatives of the said John McDaniel had leave to appear and prosecute in the said plea, come into the County Court here as well Ezekiel McDaniel and Elsworth Payne administrators of all and singular the goods and chattels, rights and credits of John McDaniel by Julius Forest Esquire their attorney, as the said Thomas Mundell by his attorney aforesaid. And the said Thomas Mundell by his attorney aforesaid as before defends the force and injury when and so forth and saith that he cannot gainsay the action aforesaid of the said Ezekiel McDaniel and Elsworth Payne administrators as aforesaid so as aforesaid against him brought nor but that he owes to the aforesaid Ezekiel McDaniel and Elsworth Payne administrators as aforesaid the aforesaid sum of seven hundred and eighty dollars current money in such manner and form as the said John McDaniel in his life time within against him have complained: Therefore it is considered by the Court here that the said Ezekiel McDaniel and Elsworth Payne administrators as aforesaid recover against the said Thomas Mundell as well the said sum of seven hundred and eighty dollars current money, the debt aforesaid in form aforesaid acknowledged, as the sum of six dollars seventy eight and a third cents for their damages which they have sustained as well by occasion of the detention of the said debt as for their costs and charges about their suit in this behalf expended, adjudged unto the same Ezekiel McDaniel and Elsworth Payne administrators as aforesaid by the Court here with their assent: and the said Thomas Mundell in mercy &c.

Memorandum. Judgment was confessed in this action on the 4th day of September 1823 for penalty and costs of suit, penalty to be released on payment of $390 current money with interest from 17th November 1810 till paid & costs of suit.

And whereas afterwards to wit on the ninth day of October eighteen hundred and twenty three the said Thomas Mundell entered an appeal from the judgment aforesaid so as aforesaid against him rendered to the high Court of Appeals of the State of Maryland to be held for the Western Shore at the City of Annapolis on the first Monday in December next and at the time of entering the said appeal filed in Court here a certain writing